

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ABDIKHADAR JAMA an individual, JEES  
JEES, an individual, and MOHAMED  
MOHAMED, an individual,

Plaintiff,

vs.

GOLDEN GATE AMERICA LLC, a foreign  
limited liability company and EAN HOLDINGS  
LLC, ENTERPRISE HOLDINGS, INC., a  
foreign corporation, and VANGUARD  
AUTOMOTIVE GROUP, a foreign business  
entity d/b/a NATIONAL CAR RENTAL,  
ALAMO RENT A CAR, and ENTERPRISE  
RENT-A-CAR,

Defendants.

No. 2:16-cv-00611 RSL

**ORDER GRANTING STIPULATED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

The Parties have filed a motion for an Order Preliminarily Approving Class Action Settlement (“Motion”). Having reviewed the Motion and supporting materials, the Court determines and orders as follows:

A. Counsel have advised the Court that the Parties have agreed, subject to final approval by this Court following notice to the Class and a hearing, to settle this Action on the

1 terms and conditions set forth in the Settlement Agreement and Release of Claims (the  
2 “Agreement”).

3 B. The Court has reviewed the Agreement, as well as the files, records, and  
4 proceedings to date in this matter. The terms of the Agreement are hereby incorporated as  
5 though fully set forth in this Order. Capitalized terms shall have the meanings attributed to  
6 them in the Agreement.

7 C. Based upon preliminary examination, it appears to the Court that the Agreement  
8 is sufficiently fair, reasonable, and adequate to warrant notice to the Class and that the Court  
9 should hold a hearing after notice to the Class to determine whether to enter a Settlement Order  
10 and Final Judgment in this action, based upon that Agreement.

11 Based upon the foregoing, the Court finds and concludes as follows:

12 1. ***Class Definition.*** The Court amends the class definition set forth in its Order  
13 Granting Plaintiff’s Motion for Class Certification entered on June 27, 2017. *See* Dkt. No 74.  
14 Pursuant to Fed. R. Civ. P. 23(b)(3), the Court certifies the following Class:

15 All individuals who performed office work, service agent work, lead work, driver  
16 work, off-site car shuttling work, and any other types of work covered by  
17 Proposition 1 for Golden Gate America, LLC from January 1, 2014 to August 22,  
2015.

18 2. ***Settlement Administrator.*** The Court appoints Analytics, LLC as the Settlement  
19 Administrator, which shall fulfill the Settlement Administration functions, duties, and  
20 responsibilities of the Settlement Administrator as set forth in the Agreement and this Order.

21 3. ***Settlement Hearing.*** A final approval hearing (the “Settlement Hearing”) shall  
22 be held before this Court on July 31, 2018, at 10:30 a.m., as set forth in the Class Notice  
23 (described in Paragraph 3 below), to determine whether the Agreement is fair, reasonable, and  
24 adequate and should be given final approval. Papers in support of final approval of the  
25 Agreement and Class Counsel’s application for an award of attorneys’ fees and costs, and for  
26 Service Awards to the Plaintiffs (the “Fee and Cost Application”) shall be filed with the Court  
27 according to the schedule set forth in Paragraph 9, below. The Court may postpone, adjourn, or

1 continue the Settlement Hearing without further notice to the Class. After the Settlement  
2 Hearing, the Court may enter a Settlement Order and Final Judgment in accordance with the  
3 Agreement (the “Final Judgment”), which will adjudicate the rights of the Settlement Class  
4 with respect to the claims being settled.

5 4. ***Class Notice.*** The Court approves the form and content of the notices  
6 substantially in the forms attached as Exhibit B to the Agreement, with changes necessary to  
7 conform to this Order. The Settlement Administrator shall comply with the notice  
8 requirements of Paragraph 3.03 of the Agreement. In compliance with that Paragraph,  
9 beginning no later than thirty (30) days after entry of this Order, the Settlement Administrator  
10 shall cause notice to be delivered in the manner set forth in the Agreement to all Class  
11 Members. Class Notices sent by email and U.S. Mail whenever possible and shall be  
12 substantially in the form attached as Exhibit B to the Agreement.

13 5. ***Filing of CAFA Notice.*** Before the Settlement Hearing, EAN Holdings, LLC  
14 (“EAN”) shall file with the Court proof of compliance with the notice provisions of the Class  
15 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

16 6. ***Findings Concerning Class Notice.*** The Court finds that the Class Notice, with  
17 changes necessary to conform to this Order, and the manner of its dissemination described in  
18 Paragraph 3 above and Paragraph 3.03 of the Agreement constitutes the best practicable notice  
19 under the circumstances and is reasonably calculated, under all the circumstances, to apprise  
20 Class Members of the pendency of this action, the terms of the Agreement, and their right to  
21 object to or exclude themselves from the Class. The Court finds that the notice is reasonable,  
22 that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice,  
23 and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil  
24 Procedure, and any other applicable laws.

25 7. ***Exclusion from Class.*** Each Class Member who wishes to exclude himself or  
26 herself from the Class and follows the procedures set forth in this Paragraph shall be excluded.  
27 Any member of the Class may mail a written request for exclusion, in the form specified in the

1 Class Notice, to the Settlement Administrator at the address set forth in the Class Notice. To be  
2 valid, all such written requests must be postmarked or received by the Settlement Administrator  
3 by forty-five (45) days after the Settlement Administrator's initial mailing of the Class Notices.

4 All persons who properly request exclusion from the Class shall not be Settlement Class  
5 Members and shall have no rights with respect to, nor be bound by, the Agreement, should it be  
6 finally approved. The names of all such excluded individuals shall be attached as an exhibit to  
7 the motion for final approval and any Final Judgment.

8 8. ***Costs of Class Notice and Claims Processing.*** EAN shall bear all costs of  
9 notice to the Class of the pendency and settlement of the Action.

10 9. ***Objections and Appearances.***

11 (a) **Written Objections.** Any Class Member who has not timely submitted a  
12 written request for exclusion from the Class, and thus is a Settlement Class Member, may object  
13 to the fairness, reasonableness, or adequacy of the Agreement, or the Fee and Cost Application.  
14 Any Settlement Class Member who wishes to object to the Settlement, must submit his or her  
15 objection in writing to Class Counsel, Attn: Duncan C. Turner, postmarked or received by Class  
16 Counsel no later than forty-five (45) days after the Settlement Administrator's initial mailing of  
17 the Class Notices. Class Counsel will file copies with the Court via ECF. Objecting Settlement  
18 Class Members must include their name and address, the name and number of the case, and a  
19 statement of the reasons why they (i) believe the Court should find that the proposed settlement  
20 is not in the best interests of the Class; or (ii) object to the Fee and Cost Application. Any  
21 objection not timely made in this manner shall be waived and forever barred.

22 (b) **Appearance at Settlement Hearing.** Any objecting Settlement Class  
23 Member who wishes to address the Court at the Settlement Hearing must indicate his or her  
24 intent to do so in writing to Class Counsel at the same time that the Settlement Class Member  
25 submits the objection and must identify any witnesses and documents that he or she intends to  
26 use or submit at the Settlement Hearing. Class Counsel will inform the Court and EAN's  
27 counsel accordingly. Any Settlement Class Member who does not have postmarked or deliver

1 to Class Counsel his or her written objection and notice of intention to appear by forty-five (45)  
2 days after the Settlement Administrator's initial mailing of the Class Notice, in accordance with  
3 the requirements of this Order, may not be permitted to object or appear at the Settlement  
4 Hearing, except for good cause shown, and shall be bound by all proceedings, orders and  
5 judgments of the Court.

6 (c) Fees and Cost Application. Class Counsel shall file their Fee and Cost  
7 Application, together with all supporting documentation, by no later than thirty (30) days from  
8 entry of this Order, sufficiently in advance of the expiration of the objection period that any  
9 Settlement Class Member will have sufficient information to decide whether to object and, if  
10 applicable, to make an informed objection.

11 (d) Motion for Final Approval and Responses to Objections. Plaintiffs shall  
12 file with the Court their motion for final approval of the Settlement and the Parties' responses to  
13 objections to the Agreement or the Fee and Cost Application, together with all supporting  
14 documentation, such that the motion is timely noted for July 27, 2018.

15 **10. *Dates of Performance***. In summary, the dates of performance are as follows:

16 (a) The Settlement Administrator shall send the Class Notice to Class  
17 Members on or before April 23, 2018;

18 (b) Class Counsel's Fee and Cost Application, and all supporting materials,  
19 shall be filed no later than April 23, 2018;

20 (c) Class Members who desire to be excluded shall mail requests for  
21 exclusion postmarked, or deliver such requests to the Settlement Administrator, within forty-five  
22 (45) days from the date of the Settlement Administrator's initial mailing of the Class Notices.

23 (d) Plaintiffs' final approval motion, responses to objections, and all  
24 supporting materials, shall be filed and served by June 29, 2018; and

25 (e) The Settlement Hearing shall be held on July 31, 2018, at 10:30 a.m.

26 **11. *Effect of Failure to Approve the Agreement***. If the Court does not finally  
27 approve the Agreement, or for any reason the Parties fail to obtain Final Approval as

1 contemplated in the Agreement, or the Agreement is terminated pursuant to its terms for any  
2 reason, then the following shall apply:

3 (a) All orders and findings entered in connection with the Agreement shall  
4 become null and void and have no further force and effect, shall not be used or referred to for  
5 any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

6 (b) Nothing contained in this Order is, or may be construed as, any  
7 admission or concession by or against EAN, Plaintiffs, or the Class on any point of fact or law;  
8 and

9 (c) Nothing in this Order or pertaining to the Agreement shall be used as  
10 evidence in any further proceeding in this case, including, but not limited to, motions or  
11 proceedings pertaining to treatment of this case as a class action.

12 12. ***Discretion of Counsel.*** Counsel are hereby authorized to take all reasonable  
13 steps in connection with approval and administration of the Settlement not materially  
14 inconsistent with this Order or the Agreement, including, without further approval of the Court,  
15 making minor changes to the content of the Class Notice that they jointly deem reasonable or  
16 necessary.

17 13. ***Stay of Proceedings Pending Approval of the Settlement.*** All proceedings  
18 before the Court are stayed pending final approval of the settlement, except as may be  
19 necessary to implement the settlement or comply with the terms of the Agreement.

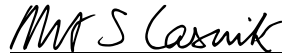
20 14. ***Injunction Against Asserting Released Claims Pending Settlement Approval.***  
21 Pending final determination of whether the settlement should be approved, Plaintiffs, all Class  
22 Members, and any person or entity allegedly acting on behalf of Class Members, either  
23 directly, representatively or in any other capacity, are preliminarily enjoined from commencing  
24 or prosecuting against the parties to be released in the Releases in Paragraphs 5.01 and 5.02 of  
25 the Agreement any action or proceeding in any court or tribunal asserting any of the claims to  
26 be released in that paragraph, provided, however, that this injunction shall not apply to  
27 individual claims of any Class Members who timely exclude themselves in a manner that

1 complies with this Order. This injunction is necessary to protect and effectuate the settlement,  
2 this Order, and the Court's flexibility and authority to effectuate this settlement and to enter  
3 judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its  
4 judgments pursuant to 28 U.S.C. § 1651(a).

5 15. ***Reservation of Rights and Retention of Jurisdiction.*** The Court reserves the  
6 right to adjourn or continue the date of the Settlement Hearing without further notice to Class  
7 Members, and retains jurisdiction to consider all further applications arising out of or connected  
8 with the settlement. The Court may approve or modify the settlement without further notice to  
9 the Class Members.

10 **IT IS SO ORDERED.**

11 Dated this 23rd day of March, 2018.

12  
13 

14 ROBERT S. LASNIK  
UNITED STATES DISTRICT COURT JUDGE

15  
16 *Presented by:*

17 BADGLEY MULLINS TURNER PLLC

18 /s/Duncan C. Turner

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